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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY, **Plaintiff,** **v.** **KRISTIN REHKOW, CHRISTOPHER REHKOW, AND VENESSA GONSALVES,** **Defendants.**	**: Civil Action No.: 15-cv-4264**

COMPLAINT ON BEHALF OF JOHN HANCOCK LIFE & HEALTH INSURANCE COMPANY

Plaintiff John Hancock Life & Health Insurance Company ("John Hancock"), by and through its counsel McElroy, Deutsch, Mulvaney & Carpenter, LLP, by way of Complaint against the Defendants Kristin Rehkow ("Rehkow"), Christopher Rehkow ("Mr. Rehkow"), and Venessa Gonsalves ("Gonsalves") (collectively "Defendants") alleges and says:

INTRODUCTION

1. At all relevant times, John Hancock is an insurance company organized under the

laws of the State of Delaware and maintains its principal place of business in the Commonwealth of Massachusetts located in Boston, Massachusetts.

2. John Hancock brings this action against Defendants for the return of independent care provider services benefits paid to Rehkow under a John Hancock Long-Term Care Insurance Policy pursuant to the right to recovery provision of the Policy because Rehkow breached the contract with John Hancock when Mr. Rehkow and Gonsalves knowingly executed false statements on Rehkow's behalf on claim forms, and Mr. Rehkow submitted the claim forms to John Hancock for independent care provider services allegedly provided in Rehkow's home.

3. In addition, John Hancock seeks the payment of premiums which were waived when the Rehkows and Gonsalves misrepresented to John Hancock that independent care provider services were being provided to Rehkow in her home.

PARTIES

4. John Hancock is, and during all times relevant has been, in the business of underwriting policies of long-term care insurance and is authorized to transact the business of insurance in the State of New York.

5. Rehkow is a resident of the State of New York maintaining a primary residence and domicile at 200 W. 60th Street, Apartment 25F, New York, New York 10023.

6. Mr. Rehkow is a resident of the State of New York maintaining a primary residence and domicile at 200 W. 60th Street, Apartment 25F, New York, New York 10023.

7. Gonsalves is a resident of the State of New York maintaining a primary residence and domicile at 217 Ocean Avenue, Brooklyn, New York 11225.

JURISDICTION AND VENUE

8. This Court possesses subject matter jurisdiction based on diversity of citizenship of the within parties pursuant to 28 U.S.C. § 1332.

9. John Hancock is a citizen of the State of Delaware and the Commonwealth of Massachusetts within the meaning and intent of 28 U.S.C. § 1332.

10. Rehkow, Mr. Rehkow, and Gonsalves are citizens of the State of New York within the meaning and intent of 28 U.S.C. § 1332.

11. There is complete diversity of citizenship between the parties to this action pursuant to 28 U.S.C. § 1332 and the amount in controversy exceeds $75,000.00, exclusive of interest and costs of suit.

12. Venue in the United States District Court for the Southern District of New York is proper, because the acts giving rise to the controversy took place in New York within the meaning and intent of 28 U.S.C. § 1391.

FACTUAL BACKGROUND

13. On May 2, 2000, in the State of New York where Rehkow resided, Rehkow executed an application for a John Hancock Long-Term Care Insurance Policy.

14. On May 24, 2000, John Hancock issued to Rehkow Long-Term Care Insurance Policy No. 07-9398959 (the "Policy"). Rehkow's Policy included a waiver of premium provision.

15. On January 8, 2010, Rehkow executed a claim form for independent care provider services under the Policy, Claim No. JHLH000280, certifying that she required home health care benefits in her home. In response to the question on the claim form "Where services rendered,"

the following information was provided: "200 W. 60th St, Apt 25F, NYC 10023." On the claim form, Rehkow certified that Gonsalves was her care giver who provided personal care services to Rehkow in her home, five days a week, and that Rehkow received the services in her home. The services included assistance with activities of daily living, e.g., bathing, dressing, eating, walking, continual supervision due to memory impairment, companion services, and housekeeping.

16. On January 8, 2010, Gonsalves executed the claim form for independent care provider services and certified that she provided the personal care services indicated on the form to Rehkow in the Rehkow home.

17. On February 25, 2010, John Hancock conducted an on-site assessment and recommended plan of care for Rehkow to determine benefit eligibility under the Policy.

18. By letter dated March 15, 2010, John Hancock advised Rehkow that based upon the results of the on-site assessment, John Hancock determined that Rehkow at that time met the eligibility criteria for home health care benefits under the Policy. John Hancock advised Rehkow that for a final claim determination to be made, Rehkow must be receiving the covered services that are provided by an eligible Long-Term Care provider as defined under her Policy. John Hancock advised Rehkow that John Hancock had been informed that Rehkow's home health care services were being provided by an independent care provider and that forms to qualify her independent care provider must be submitted to John Hancock.

19. By letter dated March 19, 2010, John Hancock provided forms to Rehkow to submit to qualify her care giver as an independent care provider under the Policy.

20. By letter dated May 19, 2010, John Hancock acknowledged receipt of an independent care provider form for services provided by Gonsalves. John Hancock advised

Rehkow that to process billing submitted by Gonsalves, John Hancock needed proof of Gonsalves' training, and if Gonsalves was not licensed or certified to provide care, John Hancock needed proof of identification (such as a copy of a driver's license or other form of identification issued by the government).

21. By letter dated June 7, 2010, John Hancock advised Rehkow that her long-term care claim had been approved effective January 29, 2009, for services provided by Gonsalves. John Hancock advised Rehkow that she must first satisfy the elimination period before benefits were payable. John Hancock advised Rehkow that for John Hancock to credit services to the Policy's elimination period and/or make ongoing payments, Rehkow must continue to submit itemized billing statements for every date of service. John Hancock advised Rehkow that regarding the waiver of premium, she should continue to pay her premiums until she was notified by John Hancock that she had met the requirements to have her premium waived.

22. Rehkow and/or Mr. Rehkow submitted independent care provider service bill claim forms ("claim forms") for services provided to Rehkow each week in her home by Gonsalves.

23. In executing the claim forms, the Rehkows and Gonsalves knew that they were required to provide complete, truthful, accurate and honest answers to the questions present on the claim forms.

24. In executing the claim forms, the Rehkows and Gonsalves knew that John Hancock would rely upon the answers recorded thereon in determining whether Rehkow was entitled to home health care services under the Policy which were being provided by Gonsalves to Rehkow in her home.

25. In executing the claim forms, the Rehkows and Gonsalves knew that they may be subject to civil and criminal penalties in the event they knowingly intended to defraud or knowing that they were facilitating a fraud in submitting a claim containing a false or deceptive statement. The claim forms specifically provided:

> **Fraud Notice:** Any person who, with intent to defraud of knowing that he/she is facilitating fraud against an insurer, submits an application or files a claim containing false or deceptive statements is guilty of insurance fraud and may be subject to criminal and civil penalties.

26. In completing and executing the claim forms, the Rehkows and Gonsalves represented that:

> I hereby certify that the information provided above is a complete and accurate representation of the care provided and received.

27. The claim forms expressly provided: "This Service Bill must be COMPLETED BY THE HIRED APPROVED CAREGIVER."

28. Upon receipt of the claim forms, John Hancock paid Rehkow for independent care provider services provided to her by Gonsalves in the Rehkow home.

29. By letter dated October 6, 2011, John Hancock advised Rehkow that the waiver of premium provision in her Policy went into effect as of June 16, 2010. John Hancock refunded Rehkow for the unused premium, and advised that any future premium that came due after June 16, 2010 would be waived for the duration of her claim.

30. On October 21, 22, and 23, 2013, John Hancock, through its vendor, left voicemail messages for the Rehkows to set up an on-site assessment of Rehkow's condition. On October 24, 2013, John Hancock, through its vendor, contacted Mr. Rehkow and explained the assessment process.

31. Thereafter, on October 24, 2013, John Hancock received a call from Mr. Rehkow inquiring whether independent care provider services are covered in a hospital setting. John Hancock advised Mr. Rehkow that independent care provider services are not covered in a hospital setting.

32. After the initial contact on October 24, 2013, John Hancock, through its vendor, attempted to contact the Rehkows on numerous dates to schedule an on-site assessment. On November 15 and 19, 2013, John Hancock left voicemail messages for the Rehkows to schedule an on-site assessment of Rehkow's condition.

33. On November 20, 2013, John Hancock's vendor contacted Mr. Rehkow to schedule an on-site assessment, and Mr. Rehkow advised that his wife did not feel the on-site assessment was needed because her condition had not changed in ten years.

34. By letter dated November 21, 2013, John Hancock advised Rehkow that in the process of collecting information needed to make a determination regarding her claim, an on-site assessment was required.

35. By letter dated December 13, 2013, counsel for the Rehkow replied to John Hancock's letter dated November 21, 2013, advising that Rehkow intends to cooperate with her obligations under the Policy.

36. After several more attempts by John Hancock to arrange an on-site assessment with Rehkow, on February 18, 2014, John Hancock conducted an on-site assessment for Rehkow to determine eligibility for home health care benefits under the Policy. John Hancock conducted the on-site assessment at the Henry J. Carter Specialty Hospital, 1752 Park Avenue, New York, New York, where Rehkow was a patient. The on-site assessment revealed that Rehkow was

intubated, on a ventilator, bedbound, and unable to verbalize. The nurse who was conducting the on-site assessment on behalf of John Hancock met with Mr. Rehkow who provided responses to questions about Rehkow's activities of daily living.

37. By letter dated April 7, 2014, John Hancock advised Rehkow, through her counsel, that her claim for independent care provider services in her home was under review. John Hancock advised that through its on-site assessment conducted on February 18, 2014 and medical records obtained, John Hancock learned that Rehkow had been residing in skilled nursing facility and hospital settings continuously since December 18, 2011. John Hancock advised that it received claim forms for independent care provider services allegedly provided by Gonsalves to Rehkow in her home, from December 18, 2011 to the present time, but that Rehkow had been residing in skilled nursing facility and hospital settings during that time period. John Hancock advised that it learned that Rehkow's medical condition significantly deteriorated as of December 18, 2011, but the claim forms indicated that Rehkow's activities of daily living needs remained unchanged from the start of her care on January 18, 2010. John Hancock informed Rehkow's counsel that although Mr. Rehkow had inquired if independent care provider services were covered in a hospital setting on October 24, 2013, and was advised they would not be covered, the Rehkows continued to submit claim forms for independent care provider services in the home and failed to notify John Hancock of the change in care setting and increase in Rehkow's care needs.

38. Rehkow's Policy provides in relevant part:

6.1 Entire Contract and Changes

This Policy is a legal binding contract between **You** and **Us**. This entire contract is made up of:

- the Policy;
- the application;
- any riders and endorsements; and
- any attached papers.

* * *

6.5 Right to Recovery

If **We** make payments with respect to benefits in a total amount which is, at any time, in excess of the benefits payable under the provisions of this Policy, **We** will have the right to recover such excess from:

- any persons to, or for, or with respect to whom, such payments were made; and
- any organization which should have made such payments.

39. The home health care benefit provisions under Rehkow's Policy provide:

2.23 What is Home Health Care?

Home Health Care means services provided through a **Home Health Agency** or an **Adult Day Care Center**, or **Hospice Care** services provided in **Your** home, whose primary function is to provide professional care for **Your** benefit and which meet one of the following requirements:

- they are performed by a registered nurse, licensed vocational nurse, licensed practical nurse, physical therapist, occupational therapist, speech therapist, respiratory therapist, medical social worker, or a registered dietitian; or

- they are performed by a home health aide whose services consist primarily of assisting **You** in the **Activities of Daily Living** or because of a **Cognitive Impairment**.

2.24 Payment of the Home Health Care Benefit

We will pay the Home Health Care Daily Benefit if:

- **You** are receiving **Home Health Care, Hospice Care or Respite Care** in **Your** home, a rest home or in an **Adult Day Care Center**; and
- **We** determine **You** are eligible for the payment of benefits under this

Policy.

We will pay the actual charges incurred for a provider of **Home Health Care** up to the Home Health Care Daily Benefit as shown in the Policy Schedule. Any unused portion of **Your** Daily Benefit will remain in the Policy Limit.

40. Rehkow's Policy defines Activities of Daily Living as follows:

2.1 Activities of Daily Living

Activities of Daily Living means the following activities:

- *Bathing* which means washing **Yourself** by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- *Continence* which means the ability to maintain control of bowel and bladder functions; and when unable to maintain control of bowel or bladder functions, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag.)
- *Dressing* which means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- *Eating* which means feeding **Yourself** by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously. Eating does not include preparing a meal.
- *Toileting* which means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- *Transferring* which means moving into or out of a bed, chair or wheelchair. Transferring does not include the task of getting into or out of the tub or shower.

41. Rehkow's Policy defines Substantial Assistance as follows:

2.8 Substantial Assistance

Substantial Assistance means **You** need hands-on or standby assistance more than half of the time the **Activity of Daily Living** is performed during a calendar week.

Hands-on assistance means the physical assistance of another person without which **You** would be unable to perform the **Activity of Daily Living.**

Standby assistance means the presence of another person within arm's reach of **You** that is necessary to prevent, by physical intervention, injury to **You** while

You are performing the **Activity of Daily Living.**

42. Rehkow's Policy provides when she is eligible for the payment of benefits as follows:

2.9 Eligibility for the Payment of Benefits

You are eligible for benefits under this Policy if:

- **You** need **Substantial Assistance** to perform at least two of the **Activities of Daily Living;** or
- **You** require substantial supervision to protect **Yourself** from threats to health and safety due to the presence of a **Cognitive Impairment.**

43. Rehkow's Policy sets forth in pertinent part what is not considered a nursing home under the Policy:

2.15 What is a Nursing Home?

* * *

Nursing Home does not mean:

- a hospital;
- an **Assisted Care Living Facility;**
- a rest home (a home for the aged or a retirement home) which does not, as its primary function, provide **Custodial Care;**
- **Your** primary place of residence, including **Your** living quarters in a continuing care retirement community or similar entity; or
- a facility for the treatment of alcoholism, drug addiction, or **Mental or Nervous Disorders.**

44. Rehkow's Policy provides for non-duplication of benefits as follows:

3.2 Non-Duplication of Benefits

This Policy will only pay covered charges in excess of charges covered under any of the following:

- **Medicare** (including amounts that would be reimbursed by **Medicare** but for the application of a **Medicare** deductible or coinsurance amounts).
- any other governmental program (except **Medicaid**).

* * *

45. Rehkow's Policy sets forth how the waiver of premium benefit works as follows:

2.29 Waiver of Premium Benefit

We will waive the payment of premiums under this Policy if:

- **You** have received services for which benefits are payable under the Nursing Home Benefit, the Assisted Care Living Facility Benefit, or the Home Health Care Benefit; and
- **You** have satisfied **Your Elimination Period.**

The waiver period will start the day after **Your Elimination Period** has been satisfied and will end on the date when benefits are no longer payable for that **Period of Care.**

If **Your** premium has been paid for a period for which premiums are waived, **We** will refund the premium for such period.

In order to keep this Policy in effect after the waiver of premium period ends, payment of premiums must be resumed.

46. By letter dated April 7, 2014, John Hancock advised Rehkow, through her counsel, that because of the misrepresentations outlined in the letter (and set forth in Paragraph 37 herein), John Hancock requested repayment of non-covered services for dates of service from December 19, 2011 through November 29, 2013, in the amount of $70,000. John Hancock advised that all outstanding claim forms for independent care provider services, for dates of services from December 2, 2013 to February 21, 2014, were denied based on Policy requirements. John Hancock invited Mr. Rehkow to provide documentation of services rendered from December 18,

2011 to the present time, including names of facilities, dates of residency, dates of hospital stays, and information regarding Medicare coverage. John Hancock advised that on receipt of the information, John Hancock would review the information for eligibility based on Policy requirements. John Hancock advised that as part of its claim investigation, an in-person interview would be arranged.

47. By letter dated June 10, 2014, John Hancock advised Rehkow, through her counsel, that a representative of John Hancock interviewed Mr. Rehkow and her independent care provider, Gonsalves. During the interview, it was confirmed that Rehkow had been continuously confined to a hospital or skilled nursing facility from December 18, 2011 to the present time. During the interview, Mr. Rehkow admitted that since December 18, 2011, he signed his wife's name on the claim forms for independent care provider services, allegedly provided by Gonsalves to Rehkow in the Rehkows' home from December 19, 2011, and that his wife had been incapacitated since December 2011 and unable to sign. During the interview, Mr. Rehkow admitted that since December 18, 2011, he completed all weekly claim forms for independent care provider services, despite the fact that each form expressly stated that it must be completed by the care giver. During the interview, Gonsalves admitted that since December 18, 2011, she did not perform most, if not all, of the care activities that were indicated on the claim forms, and admitted to only signing the weekly claim forms after Mr. Rehkow completed the forms. During the interview, it was established that Rehkow was either in a hospital or skilled nursing facility since December 18, 2011. However, the weekly claim forms either listed the service location as Rehkow's home address, or were incomplete relating to the location where services were rendered. Further, Mr. Rehkow did not inform John Hancock about the change in Rehkow's

condition by responding to a question on the claim form, i.e., "[w]as the client/insured hospitalized or in a facility this week?"

48. By letter dated June 10, 2014, John Hancock advised Rehkow, through her counsel, that because of the admissions by Mr. Rehkow and Gonsalves outlined in the letter (and set forth in paragraph 47 herein), John Hancock requested repayment of $70,000, representing benefits paid to Rehkow for non-covered services for dates of service from December 19, 2011 through November 29, 2013. John Hancock invited Mr. Rehkow to provide documentation of services rendered from December 19, 2011 to the present time, including names of facilities, dates of residency, dates of hospital stays, and information regarding Medicare coverage. John Hancock advised that on receipt of the information, John Hancock would review the information for eligibility based on Policy requirements. John Hancock advised that it stood ready to honor its contractual obligations that are properly payable according to the terms of the Policy and reserved all rights that it had, or may have, whether arising at law, in equity, or under the express terms of the Policy.

49. John Hancock has not been repaid the $70,000, representing benefits paid to Rehkow for non-covered services for dates of service from December 19, 2011 through November 29, 2013.

50. For the period from December 19, 2011 to November 30, 2013, John Hancock waived premiums in the amount of $3,763.34, when the Rehkows and Gonsalves misrepresented to John Hancock that independent care provider services were being provided to Rehkow in her home. John Hancock seeks the payment of those premiums which were waived based on the Rehkows' and Gonsalves' misrepresentations.

FIRST COUNT

51. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 50 inclusive, as if the same were fully set forth at length herein.

52. John Hancock and Rehkow entered into a contract whereby John Hancock agreed to provide long-term care insurance to Rehkow pursuant to the terms of the contract, the Policy.

53. John Hancock fully and timely performed all of its obligations under the Policy with Rehkow, including providing payment to Rehkow for independent care provider services which were allegedly being provided to Rehkow in her home by Gonsalves from January 29, 2009 through November 29, 2013.

54. Rehkow breached her duties and obligations under the Policy by failing to notify John Hancock that since December 18, 2011, her medical condition significantly deteriorated, and that she had been residing in either a skilled nursing facility or hospital setting continuously since December 18, 2011. Instead, claims forms were submitted to John Hancock on Rehkow's behalf, which misrepresented she was receiving independent care provider services in her home by Gonsalves that would have been covered under the Policy.

55. John Hancock notified Rehkow of her breach of the Policy, and pursuant to the right to recovery provision in the Policy, John Hancock requested repayment of non-covered services for dates of service from December 19, 2011 through November 29, 2013, in the amount of $70,000.

56. Rehkow has failed and refused to remedy the breach of the Policy terms.

57. As a result of Rehkow's breach of the Policy, there is currently due and owing from Rehkow to John Hancock the sum of $70,000, representing benefits paid to Rehkow for

non-covered services for dates of service from December 19, 2011 through November 29, 2013.

58. As a result of Rehkow's breach of the Policy, there is currently due and owing from Rehkow to John Hancock the sum of $3,763.34, representing premiums which were waived for non-covered services for dates of service from December 19, 2011 through November 29, 2013.

WHEREFORE, John Hancock demands judgment against Rehkow as follows:

A. For compensatory, consequential, and incidental damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

SECOND COUNT

59. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 58 inclusive, as if the same were fully set forth at length herein.

60. Pursuant to the terms of the contract, John Hancock has the right to recover from Mr. Rehkow and/or Gonsalves the amount of $70,000, representing benefits paid to Rehkow for non-covered services for dates of service from December 19, 2011 through November 29, 2013, which were in excess of the benefits payable under the provisions of the Policy.

WHEREFORE, John Hancock demands judgment against Mr. Rehkow and/or Gonsalves as follows:

A. For compensatory, consequential, and incidental damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

THIRD COUNT

61. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 60 inclusive, as if the same were fully set forth at length herein.

62. As is set forth more fully in the preceding paragraphs, Mr. Rehkow and Gonsalves knowingly and intentionally misrepresented, concealed and/or failed to disclose that since December 18, 2011, Rehkow's medical condition significantly deteriorated, and that she had been residing in either a skilled nursing facility or hospital setting continuously since December 18, 2011.

63. Mr. Rehkow and Gonsalves made false material representations in claim forms submitted to John Hancock on Rehkow's behalf, which misrepresented she was receiving independent care provider services in her home by Gonsalves that would have been covered under the Policy.

64. John Hancock relied on the false material representations of Mr. Rehkow and Gonsalves and paid to Rehkow the sum of $70,000, representing benefits for dates of service from December 19, 2011 through November 29, 2013.

65. John Hancock therefore seeks repayment in the amount of $70,000, representing benefits paid for non-covered services for dates of service from December 19, 2011 through November 29, 2013, which were in excess of the benefits payable under the provisions of the Policy.

WHEREFORE, John Hancock demands judgment against Mr. Rehkow and/or Gonsalves as follows:

A. For compensatory, consequential, incidental, and punitive damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

FOURTH COUNT

66. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 65 inclusive, as if the same were fully set forth at length herein.

67. As is set forth more fully in the preceding paragraphs, Mr. Rehkow and Gonsalves misrepresented, concealed and/or failed to disclose that since December 18, 2011, Rehkow's medical condition significantly deteriorated, and that she had been residing in either a skilled nursing facility or hospital setting continuously since December 18, 2011.

68. Mr. Rehkow and Gonsalves made misrepresentations in claim forms submitted to John Hancock on Rehkow's behalf, which stated she was receiving independent care provider services in her home by Gonsalves that would have been covered under the Policy.

69. John Hancock relied on the misrepresentations of Mr. Rehkow and Gonsalves and paid to Rehkow the sum of $70,000, representing benefits for dates of service from December 19, 2011 through November 29, 2013.

70. John Hancock therefore seeks repayment in the amount of $70,000, representing benefits paid for non-covered services for dates of service from December 19, 2011 through November 29, 2013, which were in excess of the benefits payable under the provisions of the Policy.

WHEREFORE, John Hancock demands judgment against Mr. Rehkow and/or Gonsalves as follows:

A. For compensatory, consequential, incidental, and punitive damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

FIFTH COUNT

71. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 70 inclusive, as if the same were fully set forth at length herein.

72. Rehkow is indebted to John Hancock on a book account pursuant to the Policy

73. Payment has been demanded by John Hancock, but has not been received.

74. Accordingly, there is currently due and owing from Rehkow to John Hancock the sum of $70,000, representing benefits paid to Rehkow for non-covered services for dates of service from December 19, 2011 through November 29, 2013.

WHEREFORE, John Hancock demands judgment against Rehkow as follows:

A. For compensatory, consequential, and incidental damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

SIXTH COUNT

75. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 74 inclusive, as if the same were fully set forth at length herein.

76. Rehkow, being indebted to John Hancock upon an account stated between the parties, did promise to pay the sum of $70,000, representing benefits paid to Rehkow for non-covered services for dates of service from December 19, 2011 through November 29, 2013.

77. Payment has been demanded by John Hancock, but has not been received.

78. Accordingly, there is currently due and owing from Rehkow to John Hancock the

sum of $70,000, representing benefits paid to Rehkow for non-covered services for dates of service from December 19, 2011 through November 29, 2013.

WHEREFORE, John Hancock demands judgment against Rehkow as follows:

A. For compensatory, consequential, and incidental damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

SEVENTH COUNT

79. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 78 inclusive, as if the same were fully set forth at length herein.

80. As is set forth more fully in the preceding paragraphs, from December 19, 2011 through November 29, 2013, Defendants converted for their own use the sum of $70,000, representing benefits for non-covered services for Rehkow which they were not entitled to receive. The sum of $70,000 was the property of John Hancock. John Hancock has demanded repayment of the $70,000 for non-covered services for dates of service from December 19, 2011 through November 29, 2013, but has not received repayment.

WHEREFORE, John Hancock demands judgment against Defendants as follows:

A. For compensatory, consequential, incidental, and punitive damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

EIGHTH COUNT

81. John Hancock repeats and realleges the allegations contained in paragraphs 1 through 80 inclusive, as if the same were fully set forth at length herein.

82. Defendants, by failing and refusing to pay the monies due and owing to John Hancock in the amount of $70,000, as reimbursement for the benefits paid to Rehkow for non-covered services for dates of service from December 19, 2011 through November 29, 2013, which were in excess of the benefits payable under the provisions of the Policy, have been unjustly enriched in the amount of $70,000.

WHEREFORE, John Hancock demands judgment against Defendants as follows:

A. For compensatory, consequential, and incidental damages;

B. For attorneys' fees, pre- and post-judgment interest, and costs of suit; and

C. For such further relief as the Court may deem just and equitable.

McELROY, DEUTSCH, MULVANEY
& CARPENTER, LLP
Attorneys for Plaintiff,
John Hancock Life & Health Insurance Company

By: ______________________
Steven P. Del Mauro

Dated: May 29, 2015